In the Matter of Arbitration Between:

INLAND STEEL COMPANY
- and -
UNITED STEELWORKERS OF AMERICA,
AFL-CIO, Local Union 1010

ARBITRATION AWARD NO. 502

Grievance No. 3-G-32
Appeal No. 534

Peter M. Kelliher
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Dillon, Assistant Superintendent, Labor Relations
Mr. R. H. Ayres, Assistant Superintendent, Labor Relations
Mr. T. J. Peters, Divisional Supervisor, Labor Relations
Mr. W. E. Chappelle, Admin. Foreman, Blast Furnace Department
Mr. H. Goldfein, General Furnace Foreman

For the Union:

Mr. Cecil Clifton, International Representative
Mr. John Gothelf, Grievance Committeeman
Mr. Alexander Bailey, Witness
Mr. Joseph Bucec, Witness
Mr. Russell Williams, Witness
Mr. William Bennett, Secretary, Grievance Committee

STATEMENT

Pursuant to proper notice a hearing was held in EAST GARY, INDIANA, on August 8, 1962.

THE ISSUE

The grievance reads:

"The aggrieved, Stove Tenders, allege that the Company is employing Labor Pool employees so as to avoid scheduling regular Stove Tenders a normal work week as provided by agreement of 40 hours. The Company should live up to their memorandum of agreement they signed.

The relief sought reads:

The aggrieved Stove Tenders request that the

above mentioned practice be stopped at once.

Retroactivity is requested for the aggrieved based on the hours worked by nonsequential employees on the said occupation."

DISCUSSION AND DECISION

A reduced level of operations took place the week of September 4, 1960, when there was a reduction from six to five furnaces. The Parties had entered into a "MEMORANDUM OF AGREEMENT" dated June 5, 1960, wherein the Parties mutually agreed "not to pursue Article VII, Section 9, for layoffs--force and crew reductions due to lack of business". When operations were reduced to five furnaces, the Company did pursuant to said memorandum demote employees in multi-job sequences through the use of "sequential seniority" in order to maintain a thirty-two hour week for those employees who remained in the affected sequences. Sub-paragraph 3 of the above referred to "MEMORANDUM OF AGREEMENT" provides that "employees in the Labor Pool shall be laid off in accordance with the provisions of Article VII, Section 5". It was also stipulated that "Management will determine the number of employees to be retained in the Labor Pool". Although the Parties by the above-quoted document agreed "not to pursue Article VII, Section 9", it is clear that both that provision of the Contract as well as Article VII, Section 5, do form part of the context against which the terminology must be defined. During the hearing the Union did concur with the interpretation that under the language of this Contract there is "no sequential seniority in single job sequences". (Tr. 10). Article VII, Section 5 reads in part:

> "Jobs in the labor pool and in single job promotional sequences (considered together as a unit) shall, in each department, be governed by the <u>departmental length</u> of service". (emphasis added)

The above contractual language does clearly provide that labor pool jobs and single promotional sequence jobs are a "unit" and that they are "governed by the departmental length of service", i.e., not sequential seniority. No concept of sequential seniority can be applicable in reference to single job promotional sequences both under the clear language of the Contract and under Award No. 232. In that Award the Arbitrator in referring to single job promotional sequences stated that Award 167 was not applicable and gave as the reason that "such jobs", i.e., in single job promotional sequences are subject explicitly to "departmental seniority and not 'sequential' seniority". In Award No. 467 the Union contended that Article VII, Section 9, was applicable to Labor Pool employees as well as to sequential occupations. Arbitrator

Cole there agreed with the Union's position and ruled that the Company could not schedule Labor Pool employees for less than thirty-two hours and that the Company must observe the provisions of Article VII, Section 9, in scheduling Labor Pool employees. As a matter of general Contract interpretation the Union urged that Article VII, Section 9, applied to Labor Pool employees as well as to employees in the sequences.

The "MEMORANDUM OF AGREEMENT" of June 5, 1960, which expressly governs in this case clearly makes a distinction between employees having "sequential seniority" in Sub-Paragraphs 1 and 2 and Labor Pool employees covered in Sub-Paragraph 3 who were to be governed by the provisions of Article VII, Section 5. Certainly the Parties did not intend by this special mutual agreement to confer sequential seniority upon employees in single job sequences when they had not done so in the basic Contract. When in Sub-Paragraph 3 they single out the Labor Pool and refer to carrying out the provisions of Article VII, Section 5, they clearly expressed an intention to have the unit of "Labor Pool and single job promotional sequences" covered by the application of departmental seniority.

It would be beyond reasonable belief to consider that the Parties were here providing for a reduction to a thirty-two hour week for all employees having sequential seniority in multi-job sequences and were intending to preserve the forty-hour week for employees in single job promotional sequences.

In their day-to-day relationship the Parties clearly understand the difference between a sharing of work and the displacement of an employee. The relationship that would exist in the absence of this "SPECIAL MEMORANDUM OF AGREEMENT" between Article VII, Section 5, and Section 9, clearly shows that the Parties recognized that these employees in the Labor Pool and single job sequences considered together as a unit were to be subject to the sharing provisions of the Contract.

AWARD

The grievance is denied.

Peter M. Kelliher

Dated at Chicago, Illinois

this 23 day of October 1962.